

APPEAL NO. 022223  
FILED OCTOBER 8, 2002

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A contested case hearing (CCH) was held on August 6, 2002. The hearing officer determined that good cause does not exist to relieve the appellant (claimant) from the effects of a Benefit Dispute Agreement (TWCC-24) (agreement) that she and her attorney signed on April 10, 2002.

The claimant appeals, contending that she was induced to sign the agreement by fraud and coercion because she contends that her attorney did not advise her that she might be eligible for supplemental income benefits (SIBs) if she had been able to obtain a 15% impairment rating (IR). The claimant also asks us to consider a report excluded at the CCH because it had not been timely exchanged. The respondent (carrier) responds to the points raised, urging affirmance.

DECISION

Affirmed.

It is undisputed that the claimant sustained a compensable injury on \_\_\_\_\_. Several days prior to a scheduled CCH, the claimant, her then attorney, and the carrier's attorney entered into the agreement wherein the parties agreed to a certain period of disability, to a maximum medical improvement date, and that the compensable injury extends to include the claimant's neck. The claimant does not contest those aspects of the agreement. The parties also agreed that the claimant's IR is 5%. At the time of the agreement, the parties were aware of a report from the treating doctor of a 5% IR and another report also from a doctor that was treating the claimant, with a 15% IR. (It is unclear who the actual treating doctor was, although the claimant contends it was the doctor who assessed the 15% IR.) The agreement was signed by the claimant (testimony developed that the agreement was sent to the claimant's home by facsimile transmission (fax)), claimant's attorney, carrier's representative, and the hearing officer. The scheduled CCH was subsequently canceled.

The evidence is in conflict concerning whether the claimant's attorney discussed the effects of the 15% IR as it related to SIBs with the claimant. Section 410.030 provides that an agreement is binding on a claimant who is represented by an attorney unless there is a finding of fraud, newly discovered evidence, or other good and sufficient cause. The hearing officer found that none of these things were shown. Texas Workers' Compensation Commission Appeal No. 941685, decided January 30, 1995, said that an allegation that the decision to sign the agreement was not an informed one and that the claimant's lawyer made it for him did not constitute "other good and sufficient cause." The hearing officer in this case commented that he found the claimant's attorney's statement credible and that there was no evidence of fraud or

newly discovered evidence to justify setting aside the agreement. Further, there was no evidence that the claimant had been given bad advice and even if she had, bad advice from one's attorney does not constitute good cause for setting aside the agreement. Texas Workers' Compensation Commission Appeal No. 010003, decided February 12, 2001.

The hearing officer excluded the claimant's offer of a psychological report based on lack of timely exchange. We review a hearing officer's evidentiary rulings on an abuse-of-discretion standard and in this case hold that the hearing officer did not abuse his discretion.

Finally, there is no evidence that the hearing officer was biased or prejudiced against the claimant or that he was aware that the claimant had filed a complaint against him.

After review of the record before us and the complained-of determinations, we have concluded that there is sufficient legal and factual support for the hearing officer's decision. Cain v. Bain, 709 S.W.2d 175, 176 (Tex. 1986).

Accordingly, the hearing officer's decision and order are affirmed.

The true corporate name of the insurance carrier is **AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA** and the name and address of its registered agent for service of process is

**CT CORPORATION SYSTEM  
350 NORTH ST. PAUL  
DALLAS, TEXAS 75201.**

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Thomas A. Knapp  
Appeals Judge

CONCUR:

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Michael B. McShane  
Appeals Judge

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Philip F. O'Neill  
Appeals Judge